EXHIBIT B

CO	PY	#4378
----	----	-------

Bio (Official Politi 10) (12/00)			
	HERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor:		Case Number:	
Lehman Commercial Paper Inc.	1	08-13900	1
Note: This form should not be used to make a claim for	an administrative expense arising after the co ative expense may be filed pursuant to 11 U.S.	ommencement of C & 503	the case. A request for payment of
Name of Creditor (the person or other entity to whom the Longhorn Credit Funding, LLC		☐ Check this	box to indicate that this claim reviously filed claim.
Name and address where notices should be sent:		in i	The state of the s
c/o Highland Capital Management, L.P.	Scott Everett	Court Claim N	lumber:
13455 Noel Road, Suite 800	Haynes and Boone, LLP	(If known)	
Dallas, TX 75240	2323 Victory Avenue, Suite 700	Wiled one	
Telephone number: (972) 628-4100	Dallas, TX 75219 (214) 651-5000	Flied on:	, , , , , , , , , , , , , , , , , , ,
Name and address where payment should be sent (if diff		☐ Check this 1	pox if you are aware that anyone
	•		d a proof of claim relating to your
			ch copy of statement giving
		particulars.	·
Telephone number:		□ Check this 1	oox if you are the debtor or trustee
	•	in this case.	
1. Amount of Claim as of Date Case Filed: \$	2,985,000		Claim Entitled to Priority under
			507(a). If any portion of your
If all or part of your claim is secured, complete item unsecured, do not complete item 4.	4 below; however, if all of your claim is		in one of the following check the box and state the
unsecured, do not complete tiem 4.		amount.	check the box and state the
If all or part of your claim is entitled to priority, comple	te item 5.		
		Specify the price	ority of the claim.
☐ Check this box if claim includes interest or other cl			. 11
claim. Attach itemized statement of interest or cha	rges.		apport obligations under 11 U.S.C. (A) or (a)(1)(B)
2. Basis for Claim: See attached Addendum		8 20 / (a)(1)(71) VI (a)(1)(D)
(See instruction #2 on reverse side.)			ries, or commissions (up to
3. Last four digits of any number by which credito	r identifies debtor:		arned within 180 days before
(bankruptcy petition or cessation r's business, whichever is earlier.
3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)		11 U.S.C. §	
4. Secured Claim (See instruction #4 on reverse side.)	•	
Check the appropriate box if your claim is secured	by a lien on property or a right of setoff and		ns to an employee benefit plan. 11
provide the requested information.	·	U.S.C. § 50	7(a)(5)
Nature of property or right of setoff:	l Estate □ Motor Vehicle □ Other	☐ Up to \$2,42	5* of deposits toward purchase,
Describe:	E ESMED EL MISTON Y SMOLD EL CHION		tal of property or services for
			mily, or household use. 11 U.S.C.
Value of Property: S Annu	al Interest Rate%	§ 507(a)(7)	
Amount of arrearage and other charges as of tin	ne case filed included in secured claim	☐ Taxes or pe	nalties owed to governmental
Amount of affeatage and office that ges as of the	ne case men mendeu m secureu ciami,	units.	
if any: \$ Basis	for perfection:	11 U.S.C. §	507(a)(8)
		□ Othor Coo	oifi annliachla namannah af 11
Amount of Secured Claim: \$	Amount Unsecured: \$	U.S.C. § 50	cify applicable paragraph of 11
6. Credits: The amount of all payments on this c	laim has been credited for the purpose of	0.0.0.320	
making this proof of claim.		Amo	unt entitled to priority:
		•	•
7. Documents: Attach redacted copies of any do promissory notes, purchase orders, invoices, itemized			3
judgments, mortgages, and security agreements. You m		* Amounts are	subject to adjustment on 4/1/10
copies of documents providing evidence of perfection of	f a security interest. You may also attach a		rs thereafter with respect to cases
summary. (See instruction 7 and definition of "redacted	!" on reverse side.)	commenced on	or after the date of adjustment.
DO NOT SEND ORIGINAL DOCUMENTS.	ATTACHED DOCUMENTS MAY BE		
DESTROYED AFTER SCANNING.	TIACHED DOCUMENTS MAI DE	•	
•			
If the documents are not available, please explain:		P.1.	707 000
	st sign it. Sign and print name and title, if any, or id state address and telephone number if different		FOR COURT USE ONLY
3714/09 address above. Attach-copy of power of atto.			
)_1!_1. D		FILED / RECEIVED
Penalty for presenting fraudilent claim: Fine	Satrick Boyce	years, or both. I	1 U.S.C §§ 152 and 3571.
i enany joi pregening ji addutent ciann. Tilles)	r ale so mano and our milhus numbers for the to 2 ?	roms, or nome t	. U.p.U 88 135 MIG 33/1.

CFO

MAY 1 5 2009

SOUTHERN DISTRICT OF NEW YORK	Y	
In re	:	
LEHMAN COMMERICAL PAPER INC.	:	Case No. 08-13900 (JMP)
	: :	
Debtor.	:	
	X	

ADDENDUM TO PROOF OF CLAIM OF LONGHORN CREDIT FUNDING, LLC

- 1. On September 15, 2008, Lehman Brothers Holdings, Inc. ("LBHI") filed its voluntary petition for bankruptcy protection under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Court"). On October 5, 2008 (the "Petition Date"), LBHI subsidiary, Lehman Commercial Paper Inc. ("LCPI"), filed its voluntary petition for protection under chapter 11 of the Bankruptcy Code in this Court.
- 2. Prior to the Petition Date, LCPI and Longhorn Credit Funding LLC ("Longhorn CFA") were parties, as both purchasers and sellers, to the trading of certain distressed debt. The trades were reflected in written trade confirmations subject to standard terms and conditions published by the Loan Syndications and Trading Association, Inc. (the "LSTA").
- 3. As of the Petition Date, LCPI had entered into, but not yet consummated and settled, certain pending LSTA trades (the "Open Trade Confirmations"). Attached hereto as *Exhibit A* are copies of the Open Trade Confirmations.
- 4. On November 14, 2008, LBHI and LCPI filed their Motion for an Order Pursuant to Section 365 of the Bankruptcy Code Approving the Assumption or Rejection of Open Trade Confirmations (the "Motion").

- 5. On December 16, 2008, the Court entered an order granting the Motion. By the order, certain Open Trade Confirmations between LCPI and Longhorn CFA were rejected (the "Rejected Trade Confirmations").
- 6. On February 5, 2009 and April 8, 2009, Longhorn CFA entered into certain transactions whereby it attempted to cover the losses resulting from the Rejected Trade Confirmations. Copies of the respective February 5, 2009 and April 8, 2009 trade confirmations are attached hereto as *Exhibit B*. The total damages resulting from the Rejected Trade Confirmations are \$2,985,000, which damages reflect the delta between the contract trade price with LCPI and the cover trade price. A summary of the damage calculations is attached hereto as *Exhibit C*.
- 7. Longhorn CFA is filing this proof of claim with full reservation of rights, including the right to amend the proof of claim at a later date.

EXHIBIT "A"

Mandy Rudolph

From: Sent: To: Subject:

Tuesday, November 04, 2008 4:01 PM Mandy Rudolph FW: Lehman Trade Rejection Notice

---Original Message-

From: raymond.chin@barclayscapital.com [mailto:raymond.chin@barclayscapital.com] Sent: Tuesday, November 04, 2008 3:58 PM

Reference is made to LSTA Opco for

> TRADE CONFIRMATION, LCPI buy (the "Trade

Confirmation").

Subject: Lehman Trade Rejection Notice

To: Carter Chism

the Bankruptcy Code. Please take notice that LCPI has made the determination to reject the Trade Confirmation in accordance with its rights under section 365 of

Raymond Chin

Lehman Brothers Holdings; Inc.

confirmation of any transaction, or an official statement of Barclays. Any views or opinions presented are solely those of the author and do not necessarily represent this e-mail is not an offer to buy or sell or a solicitation to buy or sell any securities, investment products or other financial product or service, an official duplicate or redistribute it by any means. Please delete it and any attachments and notify the sender that you have received it in error. Unless specifically indicated, This e-mail may contain information that is confidential, privileged or otherwise protected from disclosure. If you are not an intended recipient of this e-mail, do not foregoing. Barclays Capital is the investment banking division of Barclays Bank PLC, a company registered in England (number 1026167) with its registered office at those of Barclays. This e-mail is subject to terms available at the following link: www.barcap.com/emaildisclaimer. By messaging with Barclays you consent to the Churchill Place, London, E14 5HP. This email may relate to or be sent from other members of the Barclays Group.

08-13555-mg

DECEMBER 2006

LSTA DISTRESSED TRADE CONFIRMATION

To:

Longhorn Credit Funding, LLC

Contact: Carter Chism 972-419-2535 Tel No.:

Fax No.:

Email:

CChism@hcmlp.com

From: Lehman Commercial Paper Inc.

Contact: Tina Wong Tel No.:

212-526-2044

Email:

Fax No.: 646-758-4993 tina.wong@lehman.com Confirms:

Jenna Yoo 212-526-2081

Tel. No.: Fax No.:

646-834-1847

Email:

jenna.yoo@lehman.com

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Distressed Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc. (the "LSTA") as of December 1, 2006,1 which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date:

August 27, 2008

Seller:

Longhorn Credit Funding, LLC.² ☑ Principal³ ☐ Agent

Buyer:

Lehman Commercial Paper Inc.⁴ ☑ Principal³ ☐ Agent

Credit Agreement:

CREDIT AGREEMENT dated as of January 3, 2007, among Tropicana Entertainment, LLC (formerly known as WIMAR OpCo LLC), Tropicana

Entertainment Holdings, LLC (formerly known as Wimar OpCo Intermediate Holdings LLC), CP Laughlin Realty LLC, Columbia Properties Vicksburg, LLC, JMBS Casino LLC, the lenders from time to time parties thereto, and CREDIT SUISSE, as administrative agent

Borrower:

Tropicana Entertainment, LLC (f.k.a WIMAR OpCo, LLC)5

Form of Purchase:

If no election is made, "Assignment" applies.

Assignment

¹ The Standard Terms and Conditions are available on the LSTA website at http://www.lsta.org.

² Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.

If Seller or Buyer is acting as a Riskless Principal, specify this in the "Trade Specific Other Terms of Trade" section below. (See Sections 11 and 19 of the Standard Terms and Conditions.) It is not necessary to identify the third party with respect to a Riskless Principal.

Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.

⁶ If multiple borrowers, specify the entity that is named as the first borrower under the Credit Agreement.

	☐ Participation					
	Other:			•		
Purchase Amount/ Type of Debt:	Purchase Amount ⁶	Type of <u>Debt</u> 7	Facility [®]	CUSIP Number		
	\$2,000,000.00	Term Loan	T/L	N/A		
				N/A		
	L					
Purchase Rate:	82.250%	•				
Accrued Interest:	Settled Withou	ut Accrued Interest		•		
	☐ Trades Flat					
Credit Documentation to be provided by Seller:	Yes (only appropriate made its required)	plicable if Buyer w lest on or prior to T	as not a lender o rade Date)	n Trade Date and		
	⊠ No					
LSTA Standard Other Terms of Trade:	This Transaction shall be subject to the successful completion of the purchase by Seller of the Purchase Amount of the Debt to be sold to Buyer hereunder					
	This Transac sale by Buye from Seller he	tion shall be subject r of the Purchase a preunder	at to the successfu Amount of the Det	I completion of the to be purchased		
	a Riskless Presettlement of from Seller settlement of Seller from	tations shall apply incipal (i.e., the first the sale of the Puoccurs no later the purchase of the purchase of the Section 11 of the	of box above has forchase Amount of an one (1) busing the Purchase Amount or prior seller(s) and	the Debt to Buyer ess day after the unt of the Debt by the other criteria		
Trade Specific	Specify Other	r Terms:				
Ofher Terms of Trade:	not be required to Agent transfer fe confirmation alloo funds or account		gate) more than on pecified in this or a nent manager or a	e half of one any other dvisor to multiple		
Subject to:	Negotiation, exe	cution and delivery of transfer in accord	of reasonably acdance herewith.	ceptable contracts		

⁶ Specify amount of Debt to be transferred or, in the case of Dabt subject to further funding obligations (as in revolving credit or letter of credit facilities), specify amount of total exposure to be transferred, both funded and unfunded.

⁷ Specify whether the type of Debt is term, revolving, letter of credit (if stand-alone), claim amount or other.

⁸ Specify Credit Agreement designation of the facility (<u>e.g.</u>, tranche). Specify multicurrency component, if any.

Set forth any other terms of this Transaction; include in this Section a specific reference to each term, if any, in this Confirmation (including the Standard Terms and Conditions) that has been modified in any manner whatsoever from the form of LSTA Distressed Trade Confirmation and/or the LSTA Standard Terms and Conditions for Distressed Trade Confirmations; if more space is needed, attach additional pages.

3

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of *Jenna* Yoo at the following fax number(s) or e-mail address(es): Jenna yoo@lehman.com.

If you have any questions, please contact Jenna Yoo at 212-526-2081.

1	ahman	Com	mercial	Paper	Inc

Longhorn Credit Funding, LLC .

As Collateral Manager By: Strand Advisors, Inc., Its General Partner

Ву:	Ву:
Name:	Name:
Title:	Title:
Date	Date:

Mandy Rudolph

From: Sent:

Subject:

Tuesday, November 04, 2008 4:01 PM Mandy Rudolph FW: Lehman Trade Rejection Notice Carter Chism

---Original Message----

Subject: Lehman Trade Rejection Notice Sent: Tuesday, November 04, 2008 3:58 PM From: raymond.chin@barclayscapital.com [mailto:raymond.chin@barclayscapital.com] To: Carter Chism

Confirmation"). Opco for Reference is made to LSTA TRADE CONFIRMATION, LCPI buy

the "Trade

Trade Confirmation in accordance with its rights under section 365 of Please take notice that LCPI has made the determination to reject the the Bankruptcy Code.

Raymond Chin

Lehman Brothers Holdings, Inc.

I Churchill Place, London, E14 5HP. This email may relate to or be sent from other members of the Barclays Group. foregoing. Barclays Capital is the investment banking division of Barclays Bank PLC, a company registered in England (number 1026167) with its registered office at those of Barclays. This e-mail is subject to terms available at the following link: www.barcap.com/emaildisclaimer, By messaging with Barclays you consent to the confirmation of any transaction, or an official statement of Barclays. Any views or opinions presented are solely those of the author and do not necessarily represent this e-mail is not an offer to buy or sell or a solicitation to buy or sell any securities, investment products or other financial product or service, an official duplicate or redistribute it by any means. Please delete it and any attachments and notify the sender that you have received it in error. Unless specifically indicated, This e-mail may contain information that is confidential, privileged or otherwise protected from disclosure. If you are not an intended recipient of this e-mail, do not

DECEMBER 2006

LSTA DISTRESSED TRADE CONFIRMATION

To:

Longhorn Credit Funding, LLC

Contact: Carter Chism 972-419-2535 Tel No.:

Fax No.:

Email:

CChism@hcmlp.com

From: Lehman Commercial Paper Inc.

Contact: Tina Wong 212-526-2044 Tel No.:

646-758-4993

Fax No.: tina.wong@lehman.com Email:

Confirms:

Jenna Yoo

Tel. No.: Fax No.:

212-526-2081 646-834-1847

Email:

jenna.yoo@lehmaл.com

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Distressed Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc. (the "LSTA") as of December 1, 2006, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date:

August 28, 2008

Selier:

Longhorn Credit Funding, LLC.2 Principal3 Agent

Buyer:

Lehman Commercial Paper Inc.4 🛛 Principat³ 🗌 Agent

Credit Agreement:

CREDIT AGREEMENT dated as of January 3, 2007, among Tropicana Entertainment, LLC (formerly known as WIMAR OpCo LLC), Tropicana Entertainment Holdings, LLC (formerly known as Wimar OpCo Intermediate Holdings LLC), CP Laughlin Realty LLC, Columbia Properties Vicksburg, LLC, JMBS Casino LLC, the lenders from time to

time parties thereto, and CREDIT SUISSE, as administrative agent

Borrower:

Tropicana Entertainment, LLC (f.k.a WIMAR OpCo, LLC) 5

Form of Purchase:

If no election is made, "Assignment" applies.

Assignment

¹ The Standard Terms and Conditions are available on the LSTA website at http://www.ista.org.

² Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.

³ If Seller or Buyer is acting as a Riskless Principal, specify this in the "Trade Specific Other Terms of Trade" section below. (See Sections 11 and 19 of the Standard Terms and Conditions.) It is not necessary to identify the third party with respect to a Riskless Principal.

Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.

⁵ If multiple borrowers, specify the entity that is named as the first borrower under the Credit Agreement.

•	☐ Participation			
•	Other:	 .		
Purchase Amount/ Type of Debt:	Purchase <u>Amount</u> ⁶	Type of <u>Debt</u> ⁷	<u>Facility</u> ⁸	CUSIP Number
	\$3,500,000.00	Term Loan	T/L	N/A
•		•		N/A
	· · · · · · · · · · · · · · · · · · ·			
Purchase Rate:	82.000%			
Accrued Interest:	Settled Without	ut Accrued Interest		
	☐ Trades Flat		•	
Credit Documentation to be provided by Seller:	Yes (only app made its requ	olicable if Buyer w est on or prior to T	as not a lender or rade Date)	Trade Date and
•	⊠ No			
LSTA Standard Other Terms of Trade:	purchase by S Buyer hereun	Seller of the Purcha der	t to the successful ase Amount of the	Debt to be sold to
	This Transaction Sale by Buye from Seller he	r of the Purchase	ct to the successful Amount of the Deb	completion of the to be purchased
	a Riskless Pr settlement of from Seller of settlement of Seller from S	incipal (<u>l.e.</u> , the firs the sale of the Pu occurs no later th the purchase of the Seller's immediate	(election is applical tox above has burchase Amount of an one (1) busing the Purchase Amount of prior seller(s) and Standard Terms a	the Debt to Buye ess day after the int of the Debt b the other criteri
Trade Specific	Specify Other	r Terms:		
Other Terms of Trade:	not be required to	o pay (in the aggree e for transactions s cated by an investn	ehman Commercia gate) more than one pecified in this or a ment manager or ad	e hair or one ny other
Subject to:	Negotiation, exer and instruments	cution and delivery of transfer in accord	of reasonably action of the desired	ceptable contract

⁶ Specify amount of Debt to be transferred or, in the case of Debt subject to further funding obligations (as in revolving credit or letter of credit facilities), specify amount of total exposure to be transferred, both funded and

⁷ Specify whether the type of Debt is term, revolving, letter of credit (if stand-alone), claim amount or other.

⁸ Specify Credit Agreement designation of the facility (<u>e.g.</u>, tranche). Specify multicurrency component, if any.

Set forth any other terms of this Transaction; include in this Section a specific reference to each term, if any, in this Confirmation (including the Standard Terms and Conditions) that has been modified in any manner whatsoever from the form of LSTA Distressed Trade Confirmation and/or the LSTA Standard Terms and Conditions for Distressed Trade Confirmations; if more space is needed, attach additional pages.

3

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of **Jenna Yoo** at the following fax number(s) or e-mail address(es): Jenna.yoo@lehman.com.

If you have any questions, please contact Jenna Yoo at 212-526-2081.

Lehman Commercial Paper Inc

Longhorn Credit Funding, LLC

As Collateral Manager By: Strand Advisors, Inc., its General Partner

Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT "B"

LSTA DISTRESSED TRADE CONFIRMATION

Longhorn Credit Funding LLC

(972) 419-2535

Seller Name:

Type of Debt:

Purchase Rate:

Accrued Interest:

Credit Documentation

Contact Person: Carter Chism

To:

Borro Form	wer: of Purchase:	Tropicana Entertainment, LLC (If no election is made, "Assignm Assignment Participation Assignment Only Other Type of Debt Purchas		CUSIP
Borro	wer:	Tropicana Entertainment, LLC (f/k/a Wimar Opco LLC)	
Credi	t Agreement:	Credit Agreement dated as of Ja Opco Intermediate Holdings LL Vicksburg, LLC, JMBS Casino as Administrative Agent and as	C, CP Laughlin Realty, LL LLC, the Lenders party th Collateral Agent	C, Common Properties
Seller Buyer		Longhorn Credit Funding LLC Bank of America, N.A.	⊠ Principa	
Trade		February 5, 2009	⊠ Principa	I ☐ Agent
Associ	ation, Inc. (the "LS" by reference withou cally set forth in the I in this Confirmation	"Standard Terms and Conditions") put IA") as of December 31, 2008, which at any modification whatsoever except "Trade Specific Other Terms of Trad on shall have the respective meanings of	Standard Terms and Cond as otherwise agreed herein e" section below. Capitali:	itions are incorporated by the parties and zed terms used and not
	a c	the following transaction, subject to fi	ne Standard Terms and Cor	nditions for Distressed
	Email Address:	suzanne.lisiecki@bankofamerica.com	ne Standard Terms and Cor	nditions for Distressed
	Phone No: Fax No: Email Address:	704-386-1920 704-409-0072 suzanne.lisiecki@bankofamerica.coi the following transaction, subject to ti	ne Standard Terms and Cor	nditions for Distressed
	Phone No: Fax No: Email Address:	704-409-0072 suzanne.lisiecki@bankofamerica.com	ne Standard Terms and Cor	nditions for Distressed
We are	Contact Person: Phone No: Fax No: Email Address:	Suzanne Lisiecki 704-386-1920 704-409-0072 suzanne lisiecki@bankofamerica.coi	ne Standard Terms and Cor	nditions for Distressed

(ticket #354532)

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The Standard Terms and Conditions are available on the LSTA website at http://www.ista.org. Page 1 of 2 (ticket #354532)

Settled Without Accrued Interest

Term Loan 28.50%

Trades Flat

 \boxtimes

USD 4,000,000.00

Term Loan

Yes (only applicable if Buyer was not a lender on Trade Date and made its

Number

Filed 02/19/13 Entered 02/19/13 11:50:38 Pg 16 of 20 08-13555-mg Doc 34743-2 Exhibit B

to be provided by Seller:	×	request on or prior to Trade Date) No		
LSTA Standard Other Terms of Trade:		This transaction shall also be subject to the successful completion of the purchase by Seller of the Purchase Amount of the Debt to be sold to Buyer hereunder. This transaction shall also be subject to the successful completion of the sale by Buyer of the Purchase Amount of the Debt to be purchased from Seller hereunder. Flip representations shall apply (election is applicable only if Seller is a Riskless Principal (i.e., the first box above has been checked), the settlement of the sale of the Purchase Amount of the Debt to Buyer from Seller occurs no later than one (1) business day after the settlement of the Purchase Amount of the Debt by Seller from Seller's immediate prior seller(s) and the other criteria specified in Section 11 of the Standard Terms and Conditions are met) Unless otherwise specified herein, Bank of America, N.A. shall not be required to pay (in the aggregate) more than one half of one full Agent transfer fee for transactions (specified in this or any other Confirmation) allocated by an investment manager or advisor to multiple funds or accounts.		
Trade Specific Other Terms of Trade:	Non	3		
Subject to: Negotiation, execution and delivery of reasonably acceptable contracts and instruments of transfer in accordance herewith.				
or other signatory where indicated 704-409-0072 or e-mail address	ited b ss: su:	litions described herein, please provide the signature of a duly authorized officer elow and return this letter to Suzanne Lisiecki at the following fax number: zanne.lisiecki@bankofamerica.com		
If you have any questions, plea	ise co	ntact Suzanne Lisiecki at 704-386-1920		
Longhorn Credit Funding L By: Highland Capital Mana As Collateral Manager By: Strand Advisors, Inc., It	geine	nt, L.P.,		
By: Name: Title: Date: Mandy Rudolp Authorized Sig Strand Advisor General Partne Highland Capit	nators, in	By: Name: Toby Gilbert Title: Principal Date: Ty c. anagement, L.P.		

Page 2 of 2

CREDIT SUISSE LOAN FUNDING LLC LSTA DISTRESSED TRADE CONFIRMATION

From:

Name: Credit Suisse Loan Funding LLC

Contact Person: Daniel Sullivan

Phone No.: 212-325-9938 Fax No.: 212-322-2857

E-mail Address: Daniel.Sullivan@credit-

To: Longhorn Credit Funding, LLC Contact Person: Carter Chism Phone No.: 972-419-2535

Fax No.:

E-mail Address: cchism@hcmlp.com

suisse.com

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Distressed Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc. (the "LSTA") as of February 6, 2009, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions

Frade Date:	April 8, 2009			
Seiler:	Longhorn Credit Fundin	31	incipal D Agent	
Buver:	Credit Suisse Loan Fun		rincipal 🗆 Agent	
Credit Agreement:	CREDIT AGREEMENT WIMAR OPCO LLC, W LLC, CP LAUGHLIN REVICKSBURG, LLC, JMI time party thereto, and	MAR OPCO IN I EF EALTY, LLC, COLU	MBIA PROPERTIE	ne to
Borrower:	Tropicana Entertainme	nt, LLC(fka Wimar (PCO LLC)	
Form of Purchase:	If no election is made, "	Assignment" applie	s.	
•	☑ Assignment		•	•
	☐ Assignment Only			
	☐ Participation			
•	□ Other			GUOID
Purchase Amount/ Type of Debt:	Purchase Amount	Type of Debt	<u>Facility</u>	<u>CUSIP</u> <u>Number</u>
	USD 7,414,835.08	Term	Term Loan	
<i>#</i> .				
Purchase Rate:	26.00%			
Accrued Interest:	☐ Settled Without Acc			
				· D-4
Credit Documentation to be provided by Seller:	Yes (only applicab made its request or	le if Buyer was no or prior to Trade D	t a lender on Tradate)	de Date and

LSTA EFFECTIVE DECEMBER 2006Copyright @ LSTA 2005, All rights reserved.

		2
	Ø	
LSTA Standard Other Terms of Trade:		This Transaction shall be subject to the successful completion of the purchase by Seller of the Purchase Amount of the Debt to be sold to Buyer hereunder
		sale by Buyer of the Purchase Amount of the Debt to be purchased from Saller hereunder
	0	anni anni anni anni anni anni anni anni
Trade Specific Other Terms of Trade:		
Subject to:	- Ni ar	egotiation, execution and delivery of reasonably acceptable contract nd instruments of transfer in accordance herewith.
Please provide the signature of the attention of Daniel Sulliv steven.dwek@credit-suisse.co	an	duly authorized signatory where indicated below and return this letter to at the following fax number(s) 212-322-2857 or e-mail address(es):
		1 - 1 marting cultivary of 212,325-9938.

If you have any questions, please contact Daniel Sullivan at

CREDIT SUISSE LOAN FUNDING LLC

LONGHORN CREDIT FUNDING, LLC
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc., Its General Partner

	IM March of
Ву:	Ву:
Name:	Name: Mandy Rudolph Authorizied Signatory Strand Advisors, Inc.
Title:	Title: General Partner of Highland Capital Management, L.P.

EXHIBIT "C"